

Work Agreement

Oregon School Employees Association
Chapter 81
And
Stanfield School District 61R

2018-2022

WORK AGREEMENT BETWEEN
Stanfield School District 61R and
Oregon School Employees Association Chapter 81

School Years 2018/2019 thru 2021/2022

This agreement is entered into between the Board of Education on behalf of the Stanfield School District No. 61R, Umatilla County, Stanfield, Oregon, and the Oregon School Employees Association Chapter 81 on behalf of the Classified Employees of the Stanfield School District.

The intent of this agreement is to set forth and record herein the basic and full agreement between the parties on those matters delineated as follows for Classified personnel included in the bargaining unit.

The District recognizes the Oregon School Employees Association Chapter 81 as the sole and exclusive representative of all regular Classified Employees, except as provided herein. Employees not subject to the terms and conditions of this agreement include substitute employees, all supervisors, and confidential employees as assigned by the District.

This work agreement is to be in effect from July 1, 2018, to June 30, 2022.

1. **CONTRACT DISTRIBUTION:** There will be two (2) hard copies of the Work Agreement, one (1) for the District and one (1) for the Association. The Work Agreement will be uploaded to the District website by July 1, 2018.
2. **PERSONNEL RECORDS:** The personnel file of any employee shall be open for inspection by the employee but shall be open only to such other personnel as are designated by the Board or by the employee. Any evaluation or information of a critical nature shall be signed by the school official who supervised the employee and by the employee. An employee may make a written statement relating to any evaluation, charge, reprimand, action, or any other matter placed in the personnel file.
3. **VACANCIES:** A Classified vacancy notice shall be posted in the school office of all school buildings for a minimum of five (5) days prior to the closing of applications. In addition the District shall email a listing of the opening to the OSEA president five (5) days prior to closing of the position. Any current District employee who applies for a vacant position will be granted an interview prior to filling of the vacant position. The Board and Superintendent shall make the final selection of the person to fill the vacancy using the following criteria:
 - A. Individual qualifications
 - B. Availability and experience
 - C. Evaluation and recommendations of previous supervisors
4. **MANAGEMENT RIGHTS CLAUSE:** The Association recognizes that the District has responsibility and authority to manage and direct, on behalf of the public, all the operations and activities of the school District to the full extent authorized by law. All rights of management in policy making, establishment of rules and regulations and direction of the school District not specified by this agreement are retained by the District. The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the District, the adoption of policies, rules, regulations, and practices shall be limited only by the specific terms of this agreement and then only to the extent that such specific terms are in conformance with the constitution and laws of the State of Oregon. The District reserves all rights except those limited in this contract.

5. **PAYROLL DEDUCTIONS THAT MAY BE REQUESTED:**

- A. Oregon School Employees Association Dues for members.
- B. Tax sheltered annuities. To add new annuity companies through payroll, at least five (5) employees must sign up for the program with the new company.

6. **PHYSICALS:** If the District requires a physical examination of any Classified Employee as a condition of employment, the District will pay the cost of the examination.

7. **ATHLETIC PASSES:** The District Superintendent will write a letter prior to the start of the school granting admission to events in the school District with the stipulation that if asked the employee will help at the event.

8. **COVERALLS:** The District will supply as needed up to one (1) regular coveralls and one (1) pair of insulated coveralls for use by custodial, maintenance and grounds personnel.

9. **WORKING HOURS/DAYS:** The employee's supervisor is to determine the working hours, working days, and job assignments for all employees. These days are subject to approval by the District Office.

10. **INCLEMENT WEATHER:** Classified employees shall not be required, nor pay reduced, when student attendance is not required due to inclement weather. The District shall have the option of extending the school year to make up the time. An exception to this may be extended to maintenance and custodial employees with time off traded at another time during the year.

11. **PAY FOR HOLIDAY/VACATION:** The daily rate for holiday pay, vacation pay, sick leave, bereavement leave, and personal leave shall be based on the number of hours worked per day when the employee is working their regular work day.

12. **SICK LEAVE:** Leave benefits, with full pay, will be granted for absence due to illness or injury to the employee or family. To be granted sick leave in excess of five (5) days for a single illness or injury, a physician's certification that the absence was necessary may be required. A substitute will be provided when deemed necessary by the administration. In accordance with ORS 332.507, each employee will be granted one day of sick leave per month employed with full pay. Employees shall be granted one half (½) of their yearly sick leave allotment on their first contract day, and shall receive the second half (½) allotment on January 1. "Family" shall include those individuals defined in the Family and Medical Leave Act (FMLA) and/or the Oregon Family Leave Act (OFLA). However, should the employee leave the employment of the district prior to the completion of the work year, the employee shall only be entitled to a prorated share of the full year sick leave days and any excess already granted shall be subtracted from the employee's accumulation, or, if already spent, reimbursed to the District. Sick leave may be used for parties other than the employee as specified in Board Policy GCBDA/GDBDA.

13. **PERSONAL LEAVE:** Each employee shall be entitled each year during their regular employment period to be absent without loss of pay or other benefits from scheduled work for two (2) days. When the employee plans to use a personal leave day, they shall notify the building administrator or immediate supervisor two (2) full working days prior to the requested absence, except in case of an emergency. Employees shall not be granted personal leave on a day immediately before or after a holiday, vacation period or during the first or last week of the school year including in-service days unless permission is granted by the administration. Personal leave does not accumulate. Personal leave benefits will be granted to new employees after completion of three (3) months employment. Unused personal leave will be paid on the final check of the fiscal year at the regular contract rate for the employee.

14. **BEREAVEMENT LEAVE:** Each employee shall have available for their use when necessary, four (4) full days of bereavement leave. The bereavement leave days shall be consistent and equal to one work week. The leave shall be used only in the event of a death in the immediate family of the employee or the employee's spouse. The immediate family shall include spouse, child, parent, mother or father-in-law, brother or sister, or grandchild. Bereavement leave does not accumulate. Bereavement leave benefits will be granted to new employees after the completion of three (3) months of employment. In the event of a death of a parent, child, or spouse, the employee may use up to two (2) days of either sick leave in addition to the bereavement leave, at the employees' option.

15. **INSURANCE:** Insurance rates will be based on the following:

Hours	Percentage	2018/2019	2019/2020	2020/2021	2021/2022
2030 and	100%	\$1353.00	\$1353.00	\$1353.00	\$1353.00
2029-1450	90%	\$1217.70	\$1217.70	\$1217.70	\$1217.70
1449-1000	80%	\$1082.40	\$1082.40	\$1082.40	\$1082.40
999-771	70%	\$947.10	\$947.10	\$947.10	\$947.10
770-0	0%	\$0.0	\$0.0	\$0.0	\$0.0

Employees eligible to opt out of insurance have up to \$300 per month allocated to a District Sponsored HSA, Health Reimbursement Account, Health Retirement Account or another Section 125 Plan of the employee's choosing. The same percentages shall be applied to that of medical insurance. The district shall determine which OEGB health insurance plans are offered to employees and will include the two least expensive plans from the Summit/Synergy offerings. The Association retains the right to open bargaining in the spring of 2020 to negotiate health benefits only.

16. **HOLIDAY PAY:** Holidays listed below will be paid to Classified Employees.

Holidays: Independence Day (12 Month employees only); Labor Day; Veteran's Day; Thanksgiving Day; Christmas Day; New Year's Day; Memorial Day

17. **PAID TIME OFF AND YEARS:** Paid Time Off for twelve (12) month employees may not accumulate in excess of four (4) weeks. Arrangements for using Paid Time Off must be made with the school administration at least one week in advance. Years of Service Bonus Pay for employees who work less than twelve (12) months per year paid by the third (3rd) Friday of June. Vacation time for employees who terminate during the year will be pro-rated on a basis of the percentage of the total year worked. Paid Time Off and Years of Service Bonus Pay for Classified Employees will be granted according to the following schedule based on the number of continuous years of service and months worked during the year:

	1-5 Years Of Service	6 Years Of Service	7 Years Of Service	8 Years Of Service	9 Years Of Service	10 or more Years of Service
12 months worked	10	11	12	13	14	15
11 months worked	9	10	11	12	13	14
10 months worked	8	9	10	11	12	13
9 months worked	7	8	9	10	11	12

18. **SALARY:**

A. **Salary Schedule:**

Position	Step	2017/ 2018	2018/ 2019	2019/ 2020	2020/ 2021	2021/ 2022
Building Services II	A	\$19.36	CPI	CPI	CPI	CPI
Building Services I	B	\$16.47	CPI	CPI	CPI	CPI
Food Services Manager	C	\$16.76	CPI	CPI	CPI	CPI
Food Services II	D	\$14.24	CPI	CPI	CPI	CPI
Food Services I	E	\$11.05	CPI	CPI	CPI	CPI
Educational Assistant	F	\$14.05	CPI	CPI	CPI	CPI
Office Services II	G	\$16.76	CPI	CPI	CPI	CPI
Office Services I	H	\$14.05	CPI	CPI	CPI	CPI
Media Services Manager	I	\$16.76	CPI	CPI	CPI	CPI
Media Services I	J	\$14.05	CPI	CPI	CPI	CPI

B. Work in excess of forty (40) hours per week shall be compensated at the rate of one and one half (1.5) times the regular rate of pay.

C. Any employee who performs work, or assumes the responsibility of a higher classification shall receive the rate of pay for that position at the equivalent step to either current position that is in excess of their regular rate of pay for all hours actually worked. In no event shall an employee suffer a reduction in pay if they perform work in a classification with a lower pay range.

D. Educational Assistants working one-on-one with a student will be released from work, without pay, if the student is absent. In the case where notice is not given, the assistant will be paid a minimum of 2-hours' time. The employee must work during those 2-hours.

E. Each salary on the salary schedule will be increased on July 1 annually, by a minimum and maximum, stated in the schedule below, to be figured based the average of the Portland CPI-W and the National CPI-W annualized averages for previous calendar year.

2018-19: 0% minimum to 0% maximum
 2019-20: 0.5% minimum to 2% maximum
 2020-21: 1% minimum to 2% maximum
 2021-22: 1% minimum to 2% maximum

19. **PUBLIC EMPLOYEES RETIREMENT SYSTEM (PERS):** For the 2018-2019 school year through the 2021-2022 school year, the district will contribute 6.0% of the Public Employees Retirement System (PERS) Employee contribution of 6.0%.
20. **FINGERPRINTING:** All employees are required by the State of Oregon to undergo fingerprinting at their own expense.
21. **CONTRACTING OF SERVICES:** The District will not contract out any services currently provided by Classified Employees if it is determined to cause significant impact on any employee's salary or benefits for the duration of this agreement. The Association recognizes that the District has the management right, during the term of this agreement, to decide to contract out work performed by bargaining unit employees. The District agrees that it will not contract out work currently being done by employees in the bargaining unit for the duration of this agreement without first notifying the Association of the RFP process. The District further agrees to provide the Association with the total cost savings it requires in order to meet the needs of the District and allow the Association to offer alternatives to contracting out if the Association can meet the savings the district requires.
22. **REDUCTION IN FORCE:** The District shall adhere to board policy GDPA for procedures relating to Layoff and Recall of Classified personnel.
23. **TRANSFER TO LOWER CLASSIFICATION:** Employees involuntarily transferred for non-disciplinary reasons to a lower classification should remain at the current rate of pay until the salary schedule reaches that level.
24. **PROBATIONARY PERIOD:** New employees must successfully complete a probationary period of one (1) year. During the one (1) year probationary period, the employee will earn 90% of the wage for his or her job classification. Upon successful completion of the probationary period, the employee will earn 100% of the wage for his or her classification for the duration of his or her employment.
25. **DISCIPLINE:** No employee who has successfully completed the probationary period shall be terminated or disciplined without due process.
26. **GRIEVANCE PROCEDURES:** A grievance, for the purpose of this contract, is defined as a claim by an employee, a group of employees, or the Association of an alleged violation of any provision of this Agreement. All Classified Employees have the right to present a grievance or complaint without reprisal. The purpose of this procedure is to provide an orderly method for resolving grievances as herein defined. A determined effort shall be made by the Board, the Administration, the grievant, and the Association to settle grievances at the lowest possible level in this procedure.

Level 1 ⇒ Informal: The aggrieved will discuss the grievance with their principal or supervisor. The complaint must be discussed with the principal within fifteen (15) days of the actual condition which is the basis of their complaint. If the aggrieved is not satisfied with the disposition of the grievance, they may file a written notice with their immediate supervisor or principal (who has administrative authority to act) within ten (10) days following the informal hearing with the immediate supervisor or principal. This complaint shall set forth the grounds which the complaint is based and the reasons why the aggrieved considers the decision rendered unacceptable. The immediate supervisor or principal shall communicate their decision in writing within five (5) days to the aggrieved. Within five (5) days of receipt of the decision rendered by the immediate supervisor, the aggrieved, if they are not satisfied with the decision of the immediate supervisor, may appeal in writing to the superintendent, who by job description has the administrative authority by Board policy to act on the matter of grievance.

Level 2 ⇒ Formal: Appeals to the superintendent shall be heard by the superintendent within ten (10) days of their receipt of the appeal. Written notice of the time and place of the hearing shall be

given five (5) days prior thereto to the aggrieved or their representative, or any other personal officially involved in the grievance. Within five (5) days of hearing the appeal, the superintendent shall communicate to the aggrieved and the bargaining unit's representative their written decision which shall include supporting reasons thereto.

Level 3 ⇒Formal: If the aggrieved is not satisfied with the decision of the superintendent, the aggrieved may file an appeal with five (5) days to the Board. The school District Board of Directors will notify all official parties of a hearing to be held within ten (10) days of the receipt of that appeal. The Board shall hear arguments of the superintendent, aggrieved and/or the aggrieved representative. The decision of the Board shall be final.

27. **AGREEMENT:** Executed this Thirteenth day of June, 2018, the undersigned officers by the authority of and on behalf of the Stanfield School District No. 61R Board of Directors and the Oregon School Employees Association Chapter 81.

For the O.S.E.A.

For the District 61R
